



**RILEE & ASSOCIATES**  
ATTORNEYS AT LAW PLLC

CYRUS F. RILEE, III  
LAURIE B. RILEE\*

\*ALSO ADMITTED IN ME & CA

March 23, 2018

Lisa M. English, Esq.  
Assistant Attorney General  
New Hampshire Attorney General's Office  
33 Capitol Street  
Concord, NH 03301-6397

**RE: T.C. and D.C., et al. v. State of New Hampshire, et al., #216-2016-CV-00743**  
**D.C., et al. v. State of New Hampshire, #216-2018-CV-00153**

Dear Lisa:

Enclosed please find the original executed releases.

Please let me know if you have any questions.

Very truly yours,

Cyrus F. Rilee, III  
[crilee@rileelaw.com](mailto:crilee@rileelaw.com)  
/cfr

Enclosures

cc: Charles R. Capace, Esq.  
client

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is entered into as of March 22, 2018, by and between T [REDACTED] C [REDACTED] (hereinafter "T.C.") and the State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families, and any present or former officer, employee, or agent of the State of New Hampshire, individually and collectively, in both his/her individual and official capacities (collectively, the "State") (each of T.C. or the State may be referred to herein as a "Party," and collectively as the "Parties").

**WHEREAS**, T.C. asserted claims against the State in the action pending in the Superior Court of the State of New Hampshire, Hillsborough County (North), styled as *T.C. et al. v. State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families et al.*, Docket No. 216-2016-CV-00743 (N.H. Super. Ct., filed Oct. 20, 2016) (the "Action");

**WHEREAS**, the State has denied and disputed, and continues to deny and dispute, any allegations of wrongdoing, damages, or liability in the Action;

**WHEREAS**, the Parties have participated in mediation sessions and, with the assistance of the mediator, reached the settlement that is the subject of this Agreement;

**WHEREAS**, without conceding the merit or lack of merit of any claim or defense or the existence of any liability whatsoever, the Parties wish to settle, compromise, and finally and forever resolve all matters, controversies, disputes, and claims that may exist between T.C. and the State relating to the subject matter of the Action, or the allegations therein, including the released claims described herein, or any claims that could have been brought based on the subject matter of the Action.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.     **SETTLEMENT AMOUNT.** In consideration of the release and dismissal of T.C.'s claims against the State as set forth herein, the State shall make or cause to be made a one-time, lump-sum payment of Two Hundred Fifty Thousand dollars (\$250,000) (the "Settlement Amount"), payable jointly to Rilee & Associates PLLC and T [REDACTED] C [REDACTED]

2.     **DISMISSAL OF THE ACTION.** Within two (2) business days after the receipt of the payment by the State of the Settlement Amount, counsel for T.C. will file in the Superior Court of the State of New Hampshire, Hillsborough County (North), neither party docket markings dismissing the Action with prejudice and without an award of fees, costs, or expenses to any Party.

3.     **RELEASE.**

(a)     T.C., on her own behalf, and on behalf of her heirs, executors, administrators, successors, and assigns (the "T.C. Releasors"), hereby knowingly, voluntarily, fully, finally, and forever releases, relinquishes, settles, and discharges the State, including any and all present or former employees, agents, representatives, servants, volunteers, independent contractors, officers, officials, directors, attorneys, insurers, indemnities, successors, and assigns of the State, in their individual, business, and official capacities (the "State Released Parties") of and from any and all claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, charges, contracts, agreements, promises, judgments, verdicts, costs, damages (including, but not limited to, compensatory, enhanced compensatory, and punitive damages), and liabilities of every nature, description, and kind,

whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, that concern, arise out of, refer, or relate in any way to, or are based upon any of the allegations, events, incidents, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in the Action ("T.C.'s Released Claims"), except that T.C.'s Released Claims shall not include a claim to enforce this Agreement. T.C. represents and warrants to the State that she has the right and authority to release, relinquish, settle, and discharge T.C.'s Released Claims on behalf of T.C.'s Releasers.

(b) T.C. understands and affirms that the release contemplated by this Agreement extends to claims that T.C. does not know or suspect to exist at the time of this release, which, if known, might have affected the decision to enter into the release ("Unknown" claims).

4. **INDEMNIFICATION FROM POST-JUDGMENT CONTRIBUTION CLAIMS.** If T.C. obtains a judgment against any other person or entity (a "Judgment Defendant") on a claim for which the Judgment Defendant has or may have a claim for contribution against any State Released Party, T.C. agrees to indemnify the State from and against any such claim.

5. **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO LIENS AND OTHER CLAIMS.** T.C. acknowledges and agrees that she is responsible for any and all bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to T.C., if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicare, unemployment compensation,

workers' compensation, or any other services or payments, which exist, may exist, or in the future may exist, on any of the proceeds of the Settlement Amount. In the event that any such third party asserts any claim against any State Released Party for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to T.C. by such third party, as a result of any of T.C.'s Released Claims, then T.C. agrees to indemnify, defend, and hold harmless any State Released Party for any such claims. The State represents that no Medicaid lien exists, and if one does exist, the State hereby waives said lien.

6. **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO TAX TREATMENT.** T.C. acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, T.C. shall be solely responsible for payment of all such taxes, penalties, or interest. T.C. further agrees to fully indemnify and defend the State Released Parties from any claims of any nature seeking recovery of any such taxes, penalties, or interest.

7. **NO ADMISSION OF WRONGDOING.** Nothing in this Agreement or the furnishing of the consideration for this Agreement shall be construed as an admission by the State of any liability or unlawful conduct whatsoever. T.C. acknowledges that the State has consistently denied, and continues to deny, any allegations of wrongdoing. This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding other than to enforce the terms of this Agreement.

8. **ATTORNEYS' FEES AND EXPENSES.** The Parties agree that the Settlement Amount constitutes the entire payment to be made in settlement of T.C.'s claims against the State in the Action. No Party shall seek to recover any additional amounts from any other Party,

including for their attorneys' fees, costs, and expenses in connection with all matters related to the Action and its settlement.

9. **CONSTRUCTION.** In executing this Agreement, T.C. acknowledges that this Agreement is the result of negotiations in good faith and at arm's length between T.C. and the State. T.C. further acknowledges that she has consulted with counsel, and that she has executed this Agreement knowingly, voluntarily, and without undue influence or duress. Accordingly, the terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted against the Party whose legal counsel prepared the executed version or any prior drafts of the agreement.

10. **ENTIRE AGREEMENT.** The Parties acknowledge and agree that this Agreement constitutes the full and complete agreement between and among the Parties with respect to the matters encompassed herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Parties respecting the matters encompassed herein.

11. **AUTHORITY.** T.C. represents and warrants that (a) she has the sole right and exclusive authority to execute this Agreement, and (b) she has not sold, assigned, transferred, or otherwise conveyed any of the claims, demands, actions, suits, debts, causes of action, or liabilities referred to in this Agreement. T.C. acknowledges that she has carefully read this Agreement, knows and understands its contents, and has consulted with counsel of her choice concerning the legal consequences of this Agreement. T.C. signs this Agreement voluntarily and freely, without duress and as her own free act. No promise or inducement that is not expressed

in this Agreement has been made to T.C.. T.C. has not relied upon the advice or representations of the State or any representative thereof in executing this Agreement.

12. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties, their successors, and assigns. Each person signing this Agreement or any portion thereof on behalf of any Party hereby warrants and represents that such person expressly has been authorized to execute this Agreement on behalf of such Party as a document legally binding on such Party, and that such person has full authority to take all such reasonable, necessary, and appropriate actions that may be required or permitted to be taken pursuant to the Agreement to effectuate its terms.

13. **MODIFICATION.** This Agreement shall not be altered, amended, modified, or rescinded except by an instrument in writing signed by each of the Parties, and specifically referencing this Agreement.

14. **SIGNATURES IN COUNTERPART.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

15. **GOVERNING LAW/JURISDICTION.** This Agreement, and any disputes related thereto, shall be governed by the law of the State of New Hampshire, and the Parties expressly submit any claim arising therefrom to the exclusive jurisdiction of the Superior Court of the State of New Hampshire.

16. **HEADINGS.** The headings herein are included for the purpose of convenience only and are not meant to have legal effect. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or

plural, and any other gender, masculine, feminine, or neuter, as the context indicates is appropriate.

**ACCEPTED AND AGREED:**

  
T  C 

Date: 3-22-18



  
\_\_\_\_\_

Date: 3/22/18

**Cyrus F. Rilee, III, Esq.**  
Counsel for T  C 


  
\_\_\_\_\_

Date: 3/22/18

**Charles R. Capace, Esq.**  
Counsel for T  C 

**State of New Hampshire, Department of Health and Human Services, Division of Children,  
Youth and Families**

**The Office of the Attorney General, pursuant to N.H. Rev. Stat. Ann § 99-D:2**

By:   
Gordon J. MacDonald, Attorney General

Date: 5/25/18



## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into as of March 22, 2018, by and between J.B., a minor, by and through her parents and next friends T [REDACTED] [REDACTED] C [REDACTED] and D [REDACTED] C [REDACTED] (collectively, "J.B."), and the State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families, and any present or former officer, employee, or agent of the State of New Hampshire, individually and collectively, in both his/her individual and official capacities (collectively, the "State") (each of J.B. or the State may be referred to herein as a "Party," and collectively as the "Parties").

**WHEREAS**, J.B. asserted claims against the State in the action pending in the Superior Court of the State of New Hampshire, Hillsborough County (North), styled as *T.C. et al. v. State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families et al.*, Docket No. 216-2016-CV-00743 (N.H. Super. Ct., filed Oct. 20, 2016) (the "Action");

**WHEREAS**, the State has denied and disputed, and continues to deny and dispute, any allegations of wrongdoing, damages, or liability in the Action;

**WHEREAS**, the Parties have participated in mediation sessions and, with the assistance of the mediator, reached the settlement that is the subject of this Agreement;

**WHEREAS**, without conceding the merit or lack of merit of any claim or defense or the existence of any liability whatsoever, the Parties wish to settle, compromise, and finally and forever resolve all matters, controversies, disputes, and claims that may exist between J.B. and the State relating to the subject matter of the Action, or the allegations therein, including the released claims described herein, or any claims that could have been brought based on the subject matter of the Action.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **COURT APPROVAL OF SETTLEMENT OF ACTION ON BEHALF OF MINOR.** J.B. and counsel for J.B. agree to take all steps necessary pursuant to N.H. Rev. Stat. Ann. § 464-A:42 and Rule 40 of the Rules of the Superior Court of the State of New Hampshire to seek court approval of the settlement that is the subject of this Agreement, with J.B. bearing her own fees, costs, and expenses.

2. **SETTLEMENT AMOUNT.** In consideration of the release and dismissal of J.B.'s claims against the State as set forth herein, the State shall make or cause to be made a one-time, lump-sum payment of Three Million One Hundred Twenty-Five Thousand dollars (\$3,125,000) (the "Settlement Amount"), payable jointly to Rilee & Associates PLLC, and T [REDACTED] C [REDACTED] and D [REDACTED] C [REDACTED] as guardians over the estate of J.B., a minor.

3. **DISMISSAL OF THE ACTION.** Within two (2) business days after the receipt of the payment by the State of the Settlement Amount, counsel for J.B. will file in the Superior Court of the State of New Hampshire, Hillsborough County (North), neither party docket markings dismissing the Action with prejudice and without an award of fees, costs, or expenses to any Party.

4. **RELEASE.**

(a) J.B. on her own behalf, and on behalf of her heirs, executors, administrators, successors, and assigns (the "J.B. Releasors"), hereby knowingly, voluntarily, fully, finally, and forever releases, relinquishes, settles, and discharges the State, including any and all present or former employees, agents, representatives, servants, volunteers, independent

contractors, officers, officials, directors, attorneys, insurers, indemnities, successors, and assigns of the State, in their individual, business, and official capacities (the "State Released Parties") of and from any and all claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, charges, contracts, agreements, promises, judgments, verdicts, costs, damages (including, but not limited to, compensatory, enhanced compensatory, and punitive damages), and liabilities of every nature, description, and kind, whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, that concern, arise out of, refer, or relate in any way to, or are based upon any of the allegations, events, incidents, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in the Action ("J.B.'s Released Claims"), except that J.B.'s Released Claims shall not include a claim to enforce this Agreement. J.B. represents and warrants to the State that she has the right and authority to release, relinquish, settle, and discharge J.B.'s Released Claims on behalf of J.B.'s Releasers.

(b) J.B. understands and affirms that the release contemplated by this Agreement extends to claims that J.B. does not know or suspect to exist at the time of this release, which, if known, might have affected the decision to enter into the release ("Unknown" claims).

**5. INDEMNIFICATION FROM POST-JUDGMENT CONTRIBUTION CLAIMS.** If J.B. obtains a judgment against any other person or entity (a "Judgment Defendant") on a claim for which the Judgment Defendant has or may have a claim for

contribution against any State Released Party, J.B. agrees to indemnify the State from and against any such claim.

6.       **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO LIENS AND OTHER CLAIMS.** J.B. acknowledges and agrees that she is responsible for any and all bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to J.B., if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, , Medicare, unemployment compensation, workers' compensation, or any other services or payments, which exist, may exist, or in the future may exist, on any of the proceeds of the Settlement Amount. In the event that any such third party asserts any claim against any State Released Party for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to J.B. by such third party, as a result of any of J.B.'s Released Claims, then J.B. agrees to indemnify, defend, and hold harmless any State Released Party for any such claims. The State represents that no Medicaid lien exists, and if one does exist, the State hereby waives said lien.

7.       **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO TAX TREATMENT.** J.B. acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, J.B. shall be solely responsible for payment of all such taxes, penalties, or interest. J.B. further agrees to fully indemnify and defend the State Released Parties from any claims of any nature seeking recovery of any such taxes, penalties, or interest.

8.       **NO ADMISSION OF WRONGDOING.** Nothing in this Agreement or the furnishing of the consideration for this Agreement shall be construed as an admission by the State of any liability or unlawful conduct whatsoever. J.B. acknowledges that the State has

consistently denied, and continues to deny, any allegations of wrongdoing. This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding other than to enforce the terms of this Agreement.

9. **ATTORNEYS' FEES AND EXPENSES.** The Parties agree that the Settlement Amount constitutes the entire payment to be made in settlement of J.B.'s claims against the State in the Action. No Party shall seek to recover any additional amounts from any other Party, including for their attorneys' fees, costs, and expenses in connection with all matters related to the Action and its settlement.

10. **CONSTRUCTION.** In executing this Agreement, J.B. acknowledges that this Agreement is the result of negotiations in good faith and at arm's length between J.B. and the State. J.B. further acknowledges that she has consulted with counsel, and that she has executed this Agreement knowingly, voluntarily, and without undue influence or duress. Accordingly, the terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted against the Party whose legal counsel prepared the executed version or any prior drafts of the agreement.

11. **ENTIRE AGREEMENT.** The Parties acknowledge and agree that this Agreement constitutes the full and complete agreement between and among the Parties with respect to the matters encompassed herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Parties respecting the matters encompassed herein.

12. **AUTHORITY.** T [REDACTED] C [REDACTED] and D [REDACTED] C [REDACTED] as parents and next friends of J.B. (the "C [REDACTED]"), represent and warrant that (a) they have the sole right and exclusive authority to execute this Agreement, and (b) they have not sold, assigned, transferred, or otherwise conveyed any of the claims, demands, actions, suits, debts, causes of action, or liabilities referred to in this Agreement. The C [REDACTED] acknowledge that they have carefully read this Agreement, know and understand its contents, and have consulted with counsel of their choice concerning the legal consequences of this Agreement. The C [REDACTED] sign this Agreement voluntarily and freely, without duress and as their own free act. No promise or inducement that is not expressed in this Agreement has been made to J.B. and/or the C [REDACTED]. The C [REDACTED] have not relied upon the advice or representations of the State or any representative thereof in executing this Agreement.

13. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties, their successors, and assigns. Each person signing this Agreement or any portion thereof on behalf of any Party hereby warrants and represents that such person expressly has been authorized to execute this Agreement on behalf of such Party as a document legally binding on such Party, and that such person has full authority to take all such reasonable, necessary, and appropriate actions that may be required or permitted to be taken pursuant to the Agreement to effectuate its terms.

14. **MODIFICATION.** This Agreement shall not be altered, amended, modified, or rescinded except by an instrument in writing signed by each of the Parties, and specifically referencing this Agreement.


15. **SIGNATURES IN COUNTERPART.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which

shall constitute one and the same instrument. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.


16. **GOVERNING LAW/JURISDICTION.** This Agreement, and any disputes related thereto, shall be governed by the law of the State of New Hampshire, and the Parties expressly submit any claim arising therefrom to the exclusive jurisdiction of the Superior Court of the State of New Hampshire.

17. **HEADINGS.** The headings herein are included for the purpose of convenience only and are not meant to have legal effect. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context indicates is appropriate.


**ACCEPTED AND AGREED:**

  
T. [redacted] C. [redacted]  
as parent and next friend of J.B., a minor


Date: 3/22-18

  
D. [redacted] C. [redacted]  
as parent and next friend of J.B., a minor

Date: 3-22-18

  
Cyrus F. Rilee, III, Esq.  
Counsel for J.B., T. [redacted] C. [redacted] and D. [redacted] C. [redacted]

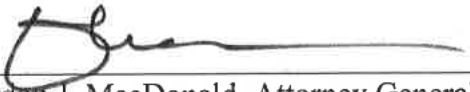
Date: 3/22/18

  
Charles R. Capace, Esq.  
Counsel for J.B., T. [redacted] C. [redacted] and D. [redacted] C. [redacted]

Date: 3/22/18

**State of New Hampshire, Department of Health and Human Services, Division of Children,  
Youth and Families**

**The Office of the Attorney General**, pursuant to N.H. Rev. Stat. Ann § 99-D:2

By:   
Gordon J. MacDonald, Attorney General

Date: 5/25/18



## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the "Agreement") is entered into as of March 22, 2018, by and between D [REDACTED] C [REDACTED] (hereinafter "D.C.") and the State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families, and any present or former officer, employee, or agent of the State of New Hampshire, individually and collectively, in both his/his individual and official capacities (collectively, the "State") (each of D.C. or the State may be referred to herein as a "Party," and collectively as the "Parties").

**WHISEAS**, D.C. asserted claims against the State in the action pending in Superior Court of the State of New Hampshire, Hillsborough County (North), styled as *D.C. et al. v. State of New Hampshire, Department of Health and Human Services, Division of Children, Youth, and Families*, Docket No. 216-2018-CV-00153 (N.H. Super. Ct., filed Feb. 27, 2018) (the "Action");

**WHISEAS**, the State has denied and disputed, and continues to deny and dispute, any allegations of wrongdoing, damages, or liability in the Action;

**WHISEAS**, the Parties have participated in mediation sessions and, with the assistance of the mediator, reached the settlement that is the subject of this Agreement;

**WHISEAS**, without conceding the merit or lack of merit of any claim or defense or the existence of any liability whatsoever, the Parties wish to settle, compromise, and finally and forever resolve all matters, controversies, disputes, and claims that may exist between D.C. and the State relating to the subject matter of the Action, or the allegations therein, including the released claims described herein, or any claims that could have been brought based on the subject matter of the Action.

**NOW, THISEFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for this good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SETTLEMENT AMOUNT.** In consideration of the release and dismissal of D.C.'s claims against the State as set forth herein, the State shall make or cause to be made a one-time, lump-sum payment of Two Hundred Fifty Thousand dollars (\$250,000) (the "Settlement Amount"), payable jointly to Rilee & Associates PLLC and D [REDACTED] C [REDACTED]

2. **DISMISSAL OF THE ACTION.** Within two (2) business days after the receipt of the payment by the State of the Settlement Amount, counsel for D.C. will file in the Superior Court of the State of New Hampshire, Hillsborough County (North), neither party docket markings dismissing the Action with prejudice and without an award of fees, costs, or expenses to any Party.

3. **RELEASE.**

(a) D.C., on his own behalf, and on behalf of his heirs, executors, administrators, successors, and assigns (the "D.C. Releasors"), hereby knowingly, voluntarily, fully, finally, and forever releases, relinquishes, settles, and discharges the State, including any and all present or former employees, agents, representatives, servants, volunteers, independent contractors, officers, officials, directors, attorneys, insurers, indemnities, successors, and assigns of the State, in their individual, business, and official capacities (the "State Released Parties") of and from any and all claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, charges, contracts, agreements, promises, judgments, verdicts, costs, damages (including, but not limited to, compensatory, enhanced compensatory, and punitive damages), and liabilities of every nature, description, and kind,

whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, that concern, arise out of, refer, or relate in any way to, or are based upon any of the allegations, events, incidents, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in the Action ("D.C.'s Released Claims"), except that D.C.'s Released Claims shall not include a claim to enforce this Agreement. D.C. represents and warrants to the State that she has the right and authority to release, relinquish, settle, and discharge D.C.'s Released Claims on behalf of D.C.'s Releasers.

(b) D.C. understands and affirms that the release contemplated by this Agreement extends to claims that D.C. does not know or suspect to exist at the time of this release, which, if known, might have affected the decision to enter into the release ("Unknown" claims).

4. **INDEMNIFICATION FROM POST-JUDGMENT CONTRIBUTION CLAIMS.** If D.C. obtains a judgment against any other person or entity (a "Judgment Defendant") on a claim for which the Judgment Defendant has or may have a claim for contribution against any State Released Party, D.C. agrees to indemnify the State from and against any such claim.

5. **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO LIENS AND OTHER CLAIMS.** D.C. acknowledges and agrees that she is responsible for any and all bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to D.C., if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicare, unemployment compensation,

workers' compensation, or any other services or payments, which exist, may exist, or in the future may exist, on any of the proceeds of the Settlement Amount. In the event that any such third party asserts any claim against any State Released Party for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to D.C. by such third party, as a result of any of D.C.'s Released Claims, then D.C. agrees to indemnify, defend, and hold harmless any State Released Party for any such claims. The State represents that no Medicaid lien exists, and if one does exist, the State hereby waives said lien.

6.     **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO TAX TREATMENT.** D.C. acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, D.C. shall be solely responsible for payment of all such taxes, penalties, or interest. D.C. further agrees to fully indemnify and defend the State Released Parties from any claims of any nature seeking recovery of any such taxes, penalties, or interest.

7.     **NO ADMISSION OF WRONGDOING.** Nothing in this Agreement or the furnishing of the consideration for this Agreement shall be construed as an admission by the State of any liability or unlawful conduct whatsoever. D.C. acknowledges that the State has consistently denied, and continues to deny, any allegations of wrongdoing. This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding other than to enforce the terms of this Agreement.

8.     **ATTORNEYS' FEES AND EXPENSES.** The Parties agree that the Settlement Amount constitutes the entire payment to be made in settlement of D.C.'s claims against the State in the Action. No Party shall seek to recover any additional amounts from any other Party,

including for their attorneys' fees, costs, and expenses in connection with all matters related to the Action and its settlement.

9. **CONSTRUCTION.** In executing this Agreement, D.C. acknowledges that this Agreement is the result of negotiations in good faith and at arm's length between D.C. and the State. D.C. further acknowledges that she has consulted with counsel, and that she has executed this Agreement knowingly, voluntarily, and without undue influence or duress. Accordingly, the terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted against the Party whose legal counsel prepared the executed version or any prior drafts of the agreement.

10. **ENTIRE AGREEMENT.** The Parties acknowledge and agree that this Agreement constitutes the full and complete agreement between and among the Parties with respect to the matters encompassed herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Parties respecting the matters encompassed herein.

11. **AUTHORITY.** D.C. represents and warrants that (a) he has the sole right and exclusive authority to execute this Agreement, and (b) he has not sold, assigned, transferred, or otherwise conveyed any of the claims, demands, actions, suits, debts, causes of action, or liabilities referred to in this Agreement. D.C. acknowledges that he has carefully read this Agreement, knows and understands its contents, and has consulted with counsel of his choice concerning the legal consequences of this Agreement. D.C. signs this Agreement voluntarily and freely, without duress and as his own free act. No promise or inducement that is not expressed in

this Agreement has been made to D.C. D.C. has not relied upon the advice or representations of the State or any representative thereof in executing this Agreement.

12. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties, their successors, and assigns. Each person signing this Agreement or any portion thereof on behalf of any Party hereby warrants and represents that such person expressly has been authorized to execute this Agreement on behalf of such Party as a document legally binding on such Party, and that such person has full authority to take all such reasonable, necessary, and appropriate actions that may be required or permitted to be taken pursuant to the Agreement to effectuate its terms.

13. **MODIFICATION.** This Agreement shall not be altered, amended, modified, or rescinded except by an instrument in writing signed by each of the Parties, and specifically referencing this Agreement.

14. **SIGNATURES IN COUNTERPART.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Signatures by facsimile or other electronic imaging shall be deemed to constitute original signatures.

15. **GOVERNING LAW/JURISDICTION.** This Agreement, and any disputes related thereto, shall be governed by the law of the State of New Hampshire, and the Parties expressly submit any claim arising therefrom to the exclusive jurisdiction of the Superior Court of the State of New Hampshire.


16. **HEADINGS.** The headings herein are included for the purpose of convenience only and are not meant to have legal effect. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or

plural, and any other gender, masculine, feminine, or neuter, as the context indicates is appropriate.


**ACCEPTED AND AGREED:**

  
D [redacted] C [redacted]

Date: 3-22-18

  
Cyrus F. Rilee, III, Esq.  
Counsel for D [redacted] C [redacted]


Date: 3/22/18

  
Charles R. Capace, Esq.  
Counsel for D [redacted] C [redacted]

Date: 3/22/18

**State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families**

**The Office of the Attorney General, pursuant to N.H. Rev. Stat. Ann § 99-D:2**

By:   
Gordon J. MacDonald, Attorney General

Date: 5/25/18

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into as of March 22, 2018, by and between N.B., a minor, by and through her parents and next friends T [REDACTED] [REDACTED] and D [REDACTED] [REDACTED] (collectively, "N.B."), and the State of New Hampshire, Department of Health and Human Services, Division of Children, Youth and Families, and any present or former officer, employee, or agent of the State of New Hampshire, individually and collectively, in both his/her individual and official capacities (collectively, the "State") (each of N.B. or the State may be referred to herein as a "Party," and collectively as the "Parties").

**WHEREAS**, N.B. asserted claims against the State in the action pending in Superior Court of the State of New Hampshire, Hillsborough County (North), styled as *D.C. et al. v. State of New Hampshire, Department of Health and Human Services, Division of Children, Youth, and Families*, Docket No. 216-2018-CV-00153 (N.H. Super. Ct., filed Feb. 27, 2018) (the "Action");

**WHEREAS**, the State has denied and disputed, and continues to deny and dispute, any allegations of wrongdoing, damages, or liability in the Action;

**WHEREAS**, the Parties have participated in mediation sessions and, with the assistance of the mediator, reached the settlement that is the subject of this Agreement;

**WHEREAS**, without conceding the merit or lack of merit of any claim or defense or the existence of any liability whatsoever, the Parties wish to settle, compromise, and finally and forever resolve all matters, controversies, disputes, and claims that may exist between N.B. and the State relating to the subject matter of the Action, or the allegations therein, including the released claims described herein, or any claims that could have been brought based on the subject matter of the Action.



**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **COURT APPROVAL OF SETTLEMENT OF ACTION ON BEHALF OF MINOR.** N.B. and counsel for N.B. agree to take all steps necessary pursuant to N.H. Rev. Stat. Ann. § 464-A:42 and Rule 40 of the Rules of the Superior Court of the State of New Hampshire to seek court approval of the settlement that is the subject of this Agreement, with N.B. bearing her own fees, costs, and expenses.

2. **SETTLEMENT AMOUNT.** In consideration of the release and dismissal of N.B.'s claims against the State as set forth herein, the State shall make or cause to be made a one-time, lump-sum payment of Three Million One Hundred Twenty-Five Thousand dollars (\$3,125,000) (the "Settlement Amount"), payable jointly to Rilee & Associates PLLC, and T [REDACTED] C [REDACTED] and D [REDACTED] C [REDACTED] as guardians over the estate of N.B., a minor.

3. **DISMISSAL OF THE ACTION.** Within two (2) business days after the receipt of the payment by the State of the Settlement Amount, counsel for N.B. will file in the Superior Court of the State of New Hampshire, Hillsborough County (North), neither party docket markings dismissing the Action with prejudice and without an award of fees, costs, or expenses to any Party.

4. **RELEASE.**

(a) N.B. on her own behalf, and on behalf of her heirs, executors, administrators, successors, and assigns (the "N.B. Releasors"), hereby knowingly, voluntarily, fully, finally, and forever releases, relinquishes, settles, and discharges the State, including any and all present or former employees, agents, representatives, servants, volunteers, independent

contractors, officers, officials, directors, attorneys, insurers, indemnities, successors, and assigns of the State, in their individual, business, and official capacities (the "State Released Parties") of and from any and all claims, allegations, rights, covenants, causes of action, duties, obligations, demands, actions, debts, sums of money, suits, charges, contracts, agreements, promises, judgments, verdicts, costs, damages (including, but not limited to, compensatory, enhanced compensatory, and punitive damages), and liabilities of every nature, description, and kind, whether known or Unknown (as defined below), whether arising under federal, state, local, statutory, common law, or any other domestic or foreign law, rule, or regulation, that concern, arise out of, refer, or relate in any way to, or are based upon any of the allegations, events, incidents, facts, matters, or subject matters, occurrences, representations, statements, or omissions alleged, involved, set forth, or referred to in any complaint or amended complaint filed in the Action ("N.B.'s Released Claims"), except that N.B.'s Released Claims shall not include a claim to enforce this Agreement. N.B. represents and warrants to the State that she has the right and authority to release, relinquish, settle, and discharge N.B.'s Released Claims on behalf of N.B.'s Releasers.

(b) N.B. understands and affirms that the release contemplated by this Agreement extends to claims that N.B. does not know or suspect to exist at the time of this release, which, if known, might have affected the decision to enter into the release ("Unknown" claims).

**5. INDEMNIFICATION FROM POST-JUDGMENT CONTRIBUTION CLAIMS.** If N.B. obtains a judgment against any other person or entity (a "Judgment Defendant") on a claim for which the Judgment Defendant has or may have a claim for

contribution against any State Released Party, N.B. agrees to indemnify the State from and against any such claim.

6.     **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO LIENS AND OTHER CLAIMS.** N.B. acknowledges and agrees that she is responsible for any and all bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made by any third party to N.B., if any, including but not limited to legal, insurance providers, hospitals, medical and health care providers, Medicare, unemployment compensation, workers' compensation, or any other services or payments, which exist, may exist, or in the future may exist, on any of the proceeds of the Settlement Amount. In the event that any such third party asserts any claim against any State Released Party for outstanding bills, liens, statements, rights of subrogation, or reimbursement for services rendered or payments made to N.B. by such third party, as a result of any of N.B.'s Released Claims, then N.B. agrees to indemnify, defend, and hold harmless any State Released Party for any such claims. The State represents that no Medicaid lien exists, and if one does exist, the State hereby waives said lien.

7.     **RESPONSIBILITY AND INDEMNIFICATION WITH RESPECT TO TAX TREATMENT.** N.B. acknowledges and agrees that should the consideration set forth above, or any part thereof, be subject to any taxes, penalties, or interest, N.B. shall be solely responsible for payment of all such taxes, penalties, or interest. N.B. further agrees to fully indemnify and defend the State Released Parties from any claims of any nature seeking recovery of any such taxes, penalties, or interest.

8.     **NO ADMISSION OF WRONGDOING.** Nothing in this Agreement or the furnishing of the consideration for this Agreement shall be construed as an admission by the State of any liability or unlawful conduct whatsoever. N.B. acknowledges that the State has

consistently denied, and continues to deny, any allegations of wrongdoing. This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding other than to enforce the terms of this Agreement.

9. **ATTORNEYS' FEES AND EXPENSES.** The Parties agree that the Settlement Amount constitutes the entire payment to be made in settlement of N.B.'s claims against the State in the Action. No Party shall seek to recover any additional amounts from any other Party, including for their attorneys' fees, costs, and expenses in connection with all matters related to the Action and its settlement.

10. **CONSTRUCTION.** In executing this Agreement, N.B. acknowledges that this Agreement is the result of negotiations in good faith and at arm's length between N.B. and the State. N.B. further acknowledges that she has consulted with counsel, and that she has executed this Agreement knowingly, voluntarily, and without undue influence or duress. Accordingly, the terms, provisions, and conditions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, without application of any rule of interpretation or construction providing that ambiguous or conflicting terms, conditions, or provisions shall be interpreted against the Party whose legal counsel prepared the executed version or any prior drafts of the agreement.

11. **ENTIRE AGREEMENT.** The Parties acknowledge and agree that this Agreement constitutes the full and complete agreement between and among the Parties with respect to the matters encompassed herein and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between and among the Parties respecting the matters encompassed herein.

12. **AUTHORITY.** T [REDACTED] C [REDACTED] and D [REDACTED] C [REDACTED] as parents and next friends of N.B. (the "C [REDACTED]"), represent and warrant that (a) they have the sole right and exclusive authority to execute this Agreement, and (b) they have not sold, assigned, transferred, or otherwise conveyed any of the claims, demands, actions, suits, debts, causes of action, or liabilities referred to in this Agreement. The C [REDACTED] acknowledge that they have carefully read this Agreement, know and understand its contents, and have consulted with counsel of their choice concerning the legal consequences of this Agreement. The C [REDACTED] sign this Agreement voluntarily and freely, without duress and as their own free act. No promise or inducement that is not expressed in this Agreement has been made to N.B. and/or the C [REDACTED]. The C [REDACTED] have not relied upon the advice or representations of the State or any representative thereof in executing this Agreement.

13. **BINDING AGREEMENT.** This Agreement is binding upon and inures to the benefit of the Parties, their successors, and assigns. Each person signing this Agreement or any portion thereof on behalf of any Party hereby warrants and represents that such person expressly has been authorized to execute this Agreement on behalf of such Party as a document legally binding on such Party, and that such person has full authority to take all such reasonable, necessary, and appropriate actions that may be required or permitted to be taken pursuant to the Agreement to effectuate its terms.

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**ACCEPTED AND AGREED:**

  
T. [redacted] C. [redacted]  
as parent and next friend of N.B., a minor


Date: 3-22/18

  
D. [redacted] C. [redacted]  
as parent and next friend of N.B., a minor

Date: 3-22-18

  
Cyrus F. Rilee, III, Esq.  
Counsel for N.B., T. [redacted] C. [redacted] and D. [redacted] C. [redacted]

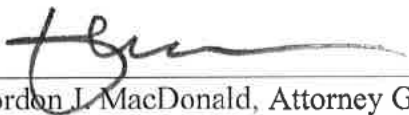
Date: 3/22/18

  
Charles R. Capace, Esq.  
Counsel for N.B., T. [redacted] C. [redacted] and D. [redacted] C. [redacted]

Date: 3/22/18

**State of New Hampshire, Department of Health and Human Services, Division of Children,  
Youth and Families**

**The Office of the Attorney General**, pursuant to N.H. Rev. Stat. Ann § 99-D:2

By:   
Gordon J. MacDonald, Attorney General

Date: 